

EXHIBIT A

FILED
SAN MATEO COUNTY

AUG - 5 2016

By *[Signature]*
Clerk of the Superior Court
DEPUTY CLERK

KATHRYN BURKETT DICKSON, State Bar No. 70636
EMILY A. NUGENT, State Bar No. 255048
DICKSON GEESMAN LLP
1999 Harrison Street, Suite 2000
Oakland, CA 94612
Tel.: (510) 899-4670
Fax: (510) 899-4671
E-Mail: kathy@dicksongeesman.com
E-Mail: emily@dicksongeesman.com

Attorneys for Plaintiff IAN HOFMANN

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN MATEO
UNLIMITED JURISDICTION

IAN HOFMANN

Plaintiff,

v.

VIRGIN AMERICA, INC. and DOES 1
through 10,

Defendants.

Case No.

16CIV00799

COMPLAINT FOR DAMAGES

Wrongful Termination in Violation of
Public Policy; Retaliation in Violation of
Labor Code section 1102.5; Breach of
contract and breach of the covenant of good
faith and fair dealing

DEMAND FOR JURY TRIAL

I. NATURE OF THE ACTION

1. This is an individual action brought by an airline pilot, Plaintiff Captain Ian Hofmann against his former employer, Virgin America, Inc. ("Virgin"). Mr. Hofmann alleges Virgin wrongfully terminated him in retaliation for complaints he raised about airline safety. Captain Hofmann's claims include tortious wrongful termination in violation of public policy; retaliation in violation of California Labor Code section 1102.5; breach of contract; and breach of the covenant of good faith and fair dealing.

II. PARTIES

2. At all times material to this Complaint, Plaintiff Ian Hofmann was employed by Defendant Virgin America as an airline captain. During his employment with Virgin, he was a

16-CIV-00799
CMP
Complaint Filed
140223



ORIGINAL

1 citizen and resident of Florida. He is currently a resident of the country of Vietnam.

2 3. Defendant Virgin America, a U.S. domestic airline, launched in 2007. Virgin has
3 its headquarters and principal place of business at 555 Airport Boulevard, Suite 500, Burlingame,
4 California, County of San Mateo and operates a mainline fleet based at San Francisco
5 International Airport. Defendant operates at airports throughout California, including San
6 Francisco, Los Angeles, and San Diego. It is therefore a citizen of the State of California. Virgin
7 has more than 3,000 employees.

8 4. Plaintiff is ignorant of the true names or capacities of the Defendants sued under
9 the fictitious names of Does 1 through 10, inclusive, and therefore sues those Defendants under
10 such fictitious names. Plaintiff will amend this complaint to allege the true names or capacities of
11 these Defendants once they have been ascertained. Plaintiff is informed and believes that each of
12 the fictitiously-named Doe defendants, including any such defendants that may be the agents,
13 representatives, or parent or subsidiary corporations of the named Defendant, is responsible in
14 some manner for the occurrences, events, transactions, and injuries alleged in this Complaint,
15 and that the harm suffered by Plaintiff was proximately caused by them in addition to Defendant.

16 5. Plaintiff is informed and believes and thus alleges that each of the Defendants,
17 including the Doe defendants, acted in concert with each and every other defendant, intended to
18 and did participate in the events, acts, practices and courses of conduct alleged in this Complaint,
19 and was a proximate cause of damage and injury to Plaintiff as alleged.

20 6. At all relevant times, each Defendant was the agent or employee of each of the
21 other Defendants and was acting within the course and scope of such agency or employment.

22 III. FACTUAL ALLEGATIONS

23 7. Plaintiff Ian Hofmann served as an aircraft captain for nearly eight years at Virgin
24 America, having been hired as one of the airline's first captains in 2006. Captain Hofmann has
25 been a commercial pilot for many years, and prior to being recruited by Virgin America, Captain
26 Hofmann had flown for Evergreen, Piedmont, and US Airways. He has flown for a total of 36
27 years, the last thirteen in the position of Captain, with an impeccable safety record. He has never
28 been involved in any accident, Federal Aviation Administration (FAA) violation, nor has he

1 failed any training or certification.

2 8. Virgin America is not an “at will” employer with respect to its pilots. The
3 company and the pilots’ agreement regarding the terms and conditions of the pilots’ employment
4 is set forth in Virgin’s “Pilot Rule Book.” Virgin has specifically agreed that pilots can only be
5 terminated based upon established “just cause.” The agreement between the company and its
6 pilots also includes a progressive discipline system which involves progressive steps of verbal
7 counseling or warnings, initial written performance improvement plans (PIP #1), final written
8 performance improvement plans (PIP #2), and ultimately, separation from employment.

9 9. Over ten years ago, the FAA established the “Aviation Safety Action Program”
10 (ASAP), a safety program designed to encourage aviation employees to voluntarily report safety
11 information that may help identify actual or potential threats to air passengers’ safety. Through
12 the program, Airline representatives work with the FAA and employee associations, such as a
13 union or at non-union airlines like Virgin a peer group, to review reports submitted by
14 employees. Known as the Event Review Committee or ERC, this committee works to identify
15 causal contributors and to develop corrective actions for individuals and recommendations to the
16 airline or other entities to prevent recurrence. Much of the information reported through ASAP
17 would be otherwise unknown and is critical to identifying safety risks. To encourage reporting,
18 the airline is directed to establish a system for reports which prevents the airline employer and
19 others from identifying the “whistleblower” who brought the ASAP complaint forward. FAA
20 regulations and guidelines cover such ASAP programs.

21 10. On April 9, 2014, Captain Hofmann filed an ASAP report which detailed
22 operational non-conformance and insubordination by his co-pilot. On April 8, 2014, the First
23 Officer co-pilot disputed the proper flap configuration directed by Captain Hofmann for the
24 gusty cross wind landing on a flight they completed that day. Captain Hofmann’s directions had
25 been consistent with Virgin’s standard operating procedure and the manuals for the Airbus they
26 were flying. The co-pilot who disobeyed the order regarding the flap configuration, further
27 refused an order to inform Air Traffic Control (ATC) they would be slowing to 230 knots
28 because of turbulence, and generally failed to cooperate with the landing of the plane,

1 jeopardizing the potential safety of the passengers. When the same co-pilot continued his pattern
2 of insubordination on the flight the following day, Captain Hofmann became concerned.
3 Realizing that there were serious issues, potentially jeopardizing passenger safety, Captain
4 Hofmann promptly filed an online ASAP report following the flight on April 9 within the
5 mandatory time period for reporting, which Captain Hofmann believes is within twenty-four
6 hours of returning to their base at LAX.

7 11. Virgin's ERC committee dismissed Captain Hofmann's ASAP complaint on May
8 29, 2014, claiming it did not involve a legitimate safety issue. Captain Hofmann appealed the
9 dismissal, and later learned that Virgin had gone forward with the appeal meeting, rejecting the
10 appeal, even though the required FAA representative was not present at the meeting.

11 12. Captain Hofmann began reviewing Virgin's implementation of the ASAP
12 program and challenged Virgin's handling of complaints on several grounds. He complained
13 internally to the Virgin ASAP program manager and Virgin's Director of Operations, and
14 informed them of his intent to contact the FAA about Virgin's failure to follow federal
15 regulations and standards for the program. One important example was Virgin's failure to ensure
16 the confidentiality of reporting. With great ease, Virgin managers and other employees were able
17 to determine who filed complaints, undermining the confidentiality that is critical to the
18 program's success. The online reporting system was open and accessible to any Virgin America
19 employee, including management and other pilots. Another example Captain Hofmann cited was
20 Virgin's actions in proceeding with ERC meetings and deliberations without having the FAA
21 representative present. His concerns were ultimately substantiated by the FAA – but only after
22 Virgin had fired him for raising the issues in the first place.

23 13. After Virgin rejected his ASAP report in May, Captain Hofmann tried to resolve
24 the issues within Virgin during June 2014. When Virgin management was failing to address the
25 issues he raised, Captain Hofmann wrote an email on June 12, 2014, in which he stated “[I] will
26 have no other resource to resolve these issues other than making my inquiries to the FAA.” At
27 that point, Virgin began a systematic campaign of retaliation against him, including a Virgin
28 America human resources department investigation against Captain Hofmann, which was

1 commenced on July 2, less than three weeks after he indicated an intent to contact the FAA. The
2 investigation was not carried out in a fair and impartial manner and the claims against Captain
3 Hofmann were trumped up by management, displeased with his criticism of the ASAP program,
4 his filing of the ASAP report, and his stated intent to contact the FAA.

5 14. Captain Hofmann contacted the FAA and it began an investigation of Virgin's
6 handling of the ASAP program. Captain Hofmann actively aided the FAA investigation. Virgin
7 terminated him just a few weeks later on August 26, 2014. He was given no chance to speak or
8 ask questions. His company identification was seized and he was escorted out of the building by
9 security. His access to the company intranet and his Virgin email account were immediately
10 terminated. Virgin refused to provide him with a written statement of the reasons for his
11 termination after he requested one.

12 15. Virgin failed to follow the clearly-established written policy of progressive
13 discipline in the Pilot Rule Book, its written agreement with the company's pilots that governs
14 the terms and conditions of their employment. Captain Hofmann was never given any verbal
15 counseling, an Initial Performance Improvement Plan, or a Final Performance Improvement
16 Plan. Instead, Virgin summarily terminated this long-term employee for pretextual reasons. The
17 company then summarily denied Captain Hofmann an appeal of the disciplinary action before a
18 committee of peer pilots.

19 16. Captain Hofmann is informed and believes and thus alleges that Virgin has
20 displayed a pattern of violating the confidentiality important to certain FAA programs, and
21 retaliating against employees who have brought these matters to management's attention.

22 17. Captain Hofmann's internal complaints and external complaints to the FAA,
23 including his safety-related ASAP report, his concerns about Virgin's handling of the safety
24 complaint program, and his report to the FAA raising these concerns, were all contributing
25 factors in Virgin's adverse employment actions against him, including his termination.

26 18. Captain Hofmann's termination after nearly eight years of serving as one of
27 Virgin's original pilot captains caused him great humiliation, anguish, and mental suffering, in
28 addition to the ending of his career as an accomplished senior U.S. pilot. The termination

1 prevented him from obtaining work as a commercial pilot domestically, and he has been forced
 2 to leave the country to obtain work overseas. He has lost very substantial wages and benefits as a
 3 result.

4 **IV. FIRST CAUSE OF ACTION**

5 Tortious Wrongful Termination in Violation of Public Policy

6 19. Plaintiff realleges and incorporates by reference the allegations contained in
 7 paragraphs 1 through 18.

8 20. Defendant's actions in terminating Plaintiff under the circumstances alleged
 9 above, violate the fundamental public policies in California and under federal law, embodied,
 10 among elsewhere, in: Cal. Lab. Code § 1102.5; the Wendell H. Ford Aviation Investment And
 11 Reform Act for the 21st Century (AIR 21), 49 U.S.C.A. § 42121; and Federal Aviation
 12 Regulation, 14 C.F.R. §91.3.

13 21. Defendant's conduct in terminating Plaintiff under these circumstances
 14 constitutes wrongful termination in violation of public policy.

15 22. As a proximate result of Defendant's actions, Plaintiff has suffered and continues
 16 to suffer substantial loss of earnings and other employment benefits, and has suffered and
 17 continues to suffer pain, embarrassment, humiliation and mental anguish, all to his damage in an
 18 amount according to proof.

19 23. Defendant's actions were willful, malicious, fraudulent, and oppressive, and
 20 were committed with the wrongful intent to injure Plaintiff and in conscious disregard of
 21 Plaintiff's rights.

22 WHEREFORE, Plaintiff seeks relief as set forth below.

23 **V. SECOND CAUSE OF ACTION**

24 (Violation of California Labor Code Section 1102.5)

25 24. Plaintiff realleges and incorporates by reference the allegations contained in
 26 paragraphs 1 through 18.

27 25. Defendant's actions, as described above, violate California Labor Code sections
 28 1102.5(b). Section 1102.5(b) prohibits an employer from retaliating against an employee for

26. As a proximate result of Defendant's actions, Plaintiff has suffered and continues to suffer substantial loss of earnings and other employment benefits, and has suffered and continues to suffer pain, embarrassment, humiliation and mental anguish, all to his damage in an amount according to proof.

27. Defendant's actions were willful, malicious, fraudulent, and oppressive, and were committed with the wrongful intent to injure Plaintiff and in conscious disregard of Plaintiff's rights.

WHEREFORE, Plaintiff seeks relief as set forth below.

(Breach of Contract)

28. Plaintiff realleges and incorporates by reference the allegations contained in paragraphs 1 through 18.

29. Virgin and its pilots, including Plaintiff Captain Hofmann, entered into a written agreement governing the terms and conditions of Captain Hofmann's employment at Virgin. The written agreement, known as the Pilot Rule Book, constitutes a contract between Virgin and Captain Hofmann.

30. Through the contract between Captain Hofmann and Virgin, the company has committed that pilots, including Captain Hofmann, would not be terminated without just cause. The company also agreed to utilize a progressive discipline policy that includes verbal warnings and two-step performance improvement plans before terminating a pilot.

31. Plaintiff Captain Hofmann performed all conditions, covenants and promises pursuant to the Pilot Rule Book, except to the extent that such performance was excused or made impossible to do by the actions of Defendant Virgin. Defendant breached its contract with Captain Hofmann by terminating him without just cause and without having applied its agreed-

1 upon progressive discipline system.

2 32. Defendant Virgin's actions in breaching the agreement has destroyed Captain
3 Hofmann's domestic airline pilot career, has denied him wages and benefits under the
4 agreement, and has harmed him in other ways.

5 33. As a result of Defendant's breach of its agreement with Captain Hofmann, he
6 has sustained compensatory and consequential damages in an amount to be proved at trial,
7 together with interest thereon at the maximum rate permitted by law.

8 WHEREFORE, Plaintiff seeks relief as set forth below.

9 **VII. FOURTH CAUSE OF ACTION**

10 (Tortious Breach of the Covenant of Good Faith and Fair Dealing)

11 34. Plaintiff realleges and incorporates by reference the allegations contained in
12 paragraphs 1 through 18.

13 35. In all contracts, including the agreement here, there is an implied covenant by
14 each party not to do anything that will deprive the other party of the benefits of the contract.
15 This covenant not only imposes upon each contracting party the duty to refrain from doing
16 anything that would render performance of the contract impossible by any act of that party's
17 own, but also the duty to do everything the contract presupposed that party would do to
18 accomplish the purpose of the contract.

19 36. Plaintiff Captain Hofmann performed all conditions, covenants and promises
20 pursuant to the Pilot Rule Book agreement except to the extent that such performance was
21 excused or made impossible to do by the actions of Defendant Virgin.

22 37. Defendant Virgin breached the covenant of good faith and fair dealing in its
23 contract with Captain Hofmann by terminating him without just cause and without having
24 applied its agreed-upon progressive discipline system.

25 38. Defendant Virgin's actions in breaching the agreement and violating its covenant
26 of good faith and fair dealing have destroyed Captain Hofmann's domestic airline pilot career,
27 have denied him wages and benefits under the agreement, have caused severe emotional distress,
28 and have harmed him in other ways.

WHEREFORE, Plaintiff seeks relief as set forth below.

Plaintiff requests judgment against Defendant Virgin America as follows:

1. Compensatory damages, including lost past wages and benefits, and emotional distress damages, in a sum according to proof;
2. Exemplary damages;
3. Interest on judgment including prejudgment interest, at the legal rate;
4. Attorneys' fees and costs; and
5. For such other and further relief as the Court deems just and proper.

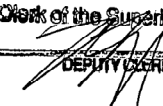
DICKSON GEESMAN LLP

By: Kathryn Burkett Dickson
KATHRYN BURKETT DICKSON
Attorneys for Plaintiff
IAN HOFMANN

Plaintiff hereby demands a jury trial on all claims to which he is entitled to a decision by jury.

DICKSON GEESMAN LLP

By: Kathryn Burkett Dickson
KATHRYN BURKETT DICKSON
Attorneys for Plaintiff
IAN HOFMANN

Attorney or Party without Attorney: KATHRYN BURKETT DICKSON [SBN 70636] DICKSON GEESMAN LLP 1999 HARRISON STREET SUITE 2000 OAKLAND, CA 94612 Telephone No: 510-899-4670			For Court Use Only FILED SAN MATEO COUNTY AUG 23 2016 Clerk of the Superior Court By 		
Attorney for: Plaintiff Ref. No. or File No.:					
Insert name of Court, and Judicial District and Branch Court. Superior Court Of The State Of California For The County Of San Mateo					
Plaintiff: IAN HOFFMAN Defendant: VIRGIN AMERICA, INC., et al.					
PROOF OF SERVICE SUMMONS		Hearing Date: Thu, Dec. 01, 2016	Time: 9:00PM	Dept/Div: 9.	Case Number: 16CIV00799

1. At the time of service I was at least 18 years of age and not a party to this action.
2. I served copies of the SUMMONS; COMPLAINT; NOTICE OF CASE MANAGEMENT CONFERENCE; DEPOSIT OF ADVANCE JURY FEES FAQ'S HANDOUT; CIVIL TRIAL COURT MANAGEMENT RULES; ADR STIPULATION AND EVALUATION INSTRUCTIONS
3. a. Party served: VIRGIN AMERICA, INC.
 b. Person served: GLADYS AGUILERA - PROCESS SPECIALIST, CT CORPORATION - REGISTERED AGENT FOR SERVICE OF PROCESS
4. Address where the party was served: 818 WEST SEVENTH ST.
 SUITE 930
 LOS ANGELES, CA 90017
5. I served the party:
 a. by **personal service**. I personally delivered the documents listed in item 2 to the party or person authorized to receive process for the party (1) on: Tue., Aug. 09, 2016 (2) at: 2:55PM
6. The "Notice to the Person Served" (on the Summons) was completed as follows:
 on behalf of: VIRGIN AMERICA, INC.
 Under CCP 416.10 (corporation)
7. **Person Who Served Papers:**
 a. DOUG FORREST

Recoverable Cost Per CCP 1033.5(a)(4)(B)

d. **The Fee for Service** was:

e. I am: (3) registered California process server

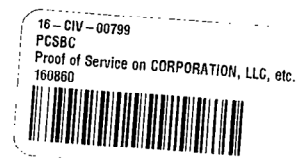
(i) Independent Contractor

(ii) Registration No.: 5141

(iii) County: Los Angeles



1511 West Beverly Blvd.
 Los Angeles, CA 90026
 Telephone (213) 250-9111
 Fax (213) 250-1197
 www.firstlegallnetwork.com



8. I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date: Thu, Aug. 11, 2016

Judicial Council Form POS-010
Rule 2.150.(a)&(b) Rev January 1, 2007PROOF OF SERVICE
SUMMONS

(DOUG FORREST)

7307067.lg.dicge.830483

Pages: 0

Back

Download Document

SUM-100

SUMMONS (CITACION JUDICIAL)

**NOTICE TO DEFENDANT: VIRGIN AMERICA, INC. and DOES 1 through 10
(AVISO AL DEMANDADO):**

**YOU ARE BEING SUED BY PLAINTIFF: IAN HOFMANN
(LO ESTÁ DEMANDANDO EL DEMANDANTE):**

FOR COURT USE ONLY
(SOLO PARA USO DE LA CORTE)
FILED
SAN MATEO COUNTY

AUG - 5 2016

Clerk of the Superior Court

By  DEPUTY CLERK

NOTICE! You have been sued. The court may decide against you without your being heard unless you respond within 30 days. Read the information below.

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site (www.lawhelpcalifornia.org), the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), or by contacting your local court or county bar association. **NOTE:** The court has a statutory lien for waived fees and costs on any settlement or arbitration award of \$10,000 or more in a civil case. The court's lien must be paid before the court will dismiss the case. **¡AVISO!** Lo han demandado. Si no responde dentro de 30 días, la corte puede decidir en su contra sin escuchar su versión. Lea la información a continuación.

Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California (www.sucorte.ca.gov), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia.

Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services, (www.lawhelpcalifornia.org), en el Centro de Ayuda de las Cortes de California, (www.sucorte.ca.gov) o poniéndose en contacto con la corte o el colegio de abogados locales. **AVISO:** Por ley, la corte tiene derecho a reclamar las cuotas y los costos exentos por imponer un gravamen sobre cualquier recuperación de \$10,000 o más de valor recibida mediante un acuerdo o una concesión de arbitraje en un caso de derecho civil. Tiene que pagar el gravamen de la corte antes de que la corte pueda desechar el caso.

The name and address of the court is:

(El nombre y dirección de la corte es):

Superior Court of California, County of San Mateo
400 County Center

Redwood City, California 94063

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is: Kathryn Burkett Dickson

(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):

DICKSON GEESMAN LLP

1999 Harrison Street, Suite 2000, OAKLAND, CA 94612

DATE:

(Fecha)

AUG - 5 2016

Clerk, **RODINA M. CATALANO**
(Secretario)

510-899-4670

Deputy
(Adjunto)

(For proof of service of this summons, use Proof of Service of Summons (form POS-010).)

(Para prueba de entrega de esta citación use el formulario Proof of Service of Summons, (POS-010))

CASE NUMBER
(Número del Caso): **16-CIV-00799**

[SEAL]



NOTICE TO THE PERSON SERVED: You are served

1. ☐ as an individual defendant.
2. ☐ as the person sued under the fictitious name of (specify):
3. ☐ on behalf of (specify):

under: <input type="checkbox"/> CCP 416.10 (corporation)	<input type="checkbox"/> CCP 416.60 (minor)
<input type="checkbox"/> CCP 416.20 (defunct corporation)	<input type="checkbox"/> CCP 416.70 (conservatee)
<input type="checkbox"/> CCP 416.40 (association or partnership)	<input type="checkbox"/> CCP 416.90 (authorized person)
<input type="checkbox"/> other (specify):	
4. ☐ by personal delivery on (date):

16 - CIV - 00799
SUM
Summons Issued / Filed
140222



ORIGINAL

SUMMONS

CM-010

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): Kathryn Burkett Dickson SBN: 70636 DICKSON GEESMAN LLP 1999 Harrison Street, Suite 2000, OAKLAND, CA 94612 TELEPHONE NO.: 510-899-4670 FAX NO.: 510-899-4671 ATTORNEY FOR (Name): Ian Hofmann		FOR COURT USE ONLY FILED SAN MATEO COUNTY AUG - 5 2016 Clerk of the Superior Court By <i>[Signature]</i> DEPUTY CLERK
SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN MATEO STREET ADDRESS: 400 County Center MAILING ADDRESS: 400 County Center CITY AND ZIP CODE: Redwood City, 94063 BRANCH NAME: Southern Branch; Hall of Justice and Records CASE NAME: Ian Hofmann v. Virgin America, Inc.		
CIVIL CASE COVER SHEET <input checked="" type="checkbox"/> Unlimited (Amount demanded exceeds \$25,000) <input type="checkbox"/> Limited (Amount demanded is \$25,000 or less)		Complex Case Designation <input type="checkbox"/> Counter <input type="checkbox"/> Joinder Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)
		CASE NUMBER: 16CV00799 JUDGE: DEPT:

Items 1-6 below must be completed (see instructions on page 2).

1. Check one box below for the case type that best describes this case:

Auto Tort <input type="checkbox"/> Auto (22) <input type="checkbox"/> Uninsured motorist (46) Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort <input type="checkbox"/> Asbestos (04) <input type="checkbox"/> Product liability (24) <input type="checkbox"/> Medical malpractice (45) <input type="checkbox"/> Other PI/PD/WD (23) Non-PI/PD/WD (Other) Tort <input type="checkbox"/> Business tort/unfair business practice (07) <input type="checkbox"/> Civil rights (08) <input type="checkbox"/> Defamation (13) <input type="checkbox"/> Fraud (16) <input type="checkbox"/> Intellectual property (19) <input type="checkbox"/> Professional negligence (25) <input type="checkbox"/> Other non-PI/PD/WD tort (35) Employment <input checked="" type="checkbox"/> Wrongful termination (36) <input type="checkbox"/> Other employment (15)	Contract <input type="checkbox"/> Breach of contract/warranty (06) <input type="checkbox"/> Rule 3.740 collections (09) <input type="checkbox"/> Other collections (09) <input type="checkbox"/> Insurance coverage (18) <input type="checkbox"/> Other contract (37) Real Property <input type="checkbox"/> Eminent domain/Inverse condemnation (14) <input type="checkbox"/> Wrongful eviction (33) <input type="checkbox"/> Other real property (26) Unlawful Detainer <input type="checkbox"/> Commercial (31) <input type="checkbox"/> Residential (32) <input type="checkbox"/> Drugs (38) Judicial Review <input type="checkbox"/> Asset forfeiture (05) <input type="checkbox"/> Petition re: arbitration award (11) <input type="checkbox"/> Writ of mandate (02) <input type="checkbox"/> Other judicial review (39)	Provisionally Complex Civil Litigation (Cal. Rules of Court, rules 3.400-3.403) <input type="checkbox"/> Antitrust/Trade regulation (03) <input type="checkbox"/> Construction defect (10) <input type="checkbox"/> Mass tort (40) <input type="checkbox"/> Securities litigation (28) <input type="checkbox"/> Environmental/Toxic tort (30) <input type="checkbox"/> Insurance coverage claims arising from the above listed provisionally complex case types (41) Enforcement of Judgment <input type="checkbox"/> Enforcement of judgment (20) Miscellaneous Civil Complaint <input type="checkbox"/> RICO (27) <input type="checkbox"/> Other complaint (not specified above) (42) Miscellaneous Civil Petition <input type="checkbox"/> Partnership and corporate governance (21) <input type="checkbox"/> Other petition (not specified above) (43)
---	--	--

2. This case ☐ is ☒ is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:
- | | |
|--|--|
| a. <input type="checkbox"/> Large number of separately represented parties | d. <input type="checkbox"/> Large number of witnesses |
| b. <input type="checkbox"/> Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve | e. <input type="checkbox"/> Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court |
| c. <input type="checkbox"/> Substantial amount of documentary evidence | f. <input type="checkbox"/> Substantial postjudgment judicial supervision |
3. Remedies sought (check all that apply): a. ☒ monetary b. ☐ nonmonetary; declaratory or injunctive relief c. ☒ punitive
4. Number of causes of action (specify): 4 (Wrongful Termination, Retaliation, Breach of Contract and Covenant of Good Faith)
5. This case ☐ is ☒ is not a class action suit.
6. If there are any known related cases, file and serve a notice of related case. (You may use form CM-015.)

Date: August 5, 2016

Kathryn Burkett Dickson

(TYPE OR PRINT NAME)



(SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

NOTICE

- Plaintiff must file this cover sheet with the first paper filed in the action or proceeding (except small claims cases or cases filed under the Probate Code, Family Code, or Welfare and Institutions Code). (Cal. Rules of Court, rule 3.220.) Failure to file may result in sanctions.
- File this cover sheet in addition to any cover sheet required by local court rule.
- If this case is complex under rule 3.400 et seq. of the California Rules of Court, you must serve a copy of this cover sheet on all other parties to the action or proceeding.
- Unless this is a collections case under rule 3.740 or a complex case, this cover sheet will be used for statistical purposes only.

Page 1 of 2

CIVIL CASE COVER SHEET

ORIGINAL